

WAIVER AND AGREEMENT

(This document must be recorded in the Office of the County Recorder)

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF LOS ANGELES )

The Santa Monica Unified School District ("Owner") represent that they are the sole owner of that parcel of real property underlying the sanitary sewer easement in the City of Malibu, County of Los Angeles, State of California, described as follows:

An easement for sanitary sewerage disposal facilities and appurtenances, etc. in the Northeasterly 100 feet of the Southwesterly 1002 feet of the Southeasterly 170 feet of Lot 5, Tract No. 28992, filed in Book 736, page 57, of Maps, by deed recorded November 8, 1978, as Official Records Document N. 78-1248593.

The County of Los Angeles ("County") currently maintains seepage pits with stand pipes, monitoring wells, sewer pipes, distribution boxes, and other necessary appurtenant structures within the subject sewer easement (hereafter "sewer facilities").

Owner, in consideration of the privilege of encroaching on a public sanitary sewer easement by construction and use of a parking lot on the above described property, do/does hereby agree to the following conditions:

1. Owner agrees to defend, indemnify, and hold harmless the County, the Los Angeles County Consolidated Sewer Maintenance District, and their governing board, officers, agents and employees (hereafter "County indemnitees") from and against any and all liability and expenses, defense costs, and legal fees including but not limited to personal injury, bodily injury, death, and property damage relating to the siting, construction, or operation of the parking lot except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnites.
2. In the event it is necessary for County personnel to install, repair, reconstruct, or remove sewer facilities within the easement, Owner will, upon request by the County, promptly clear the easement of all improvements or other encroachments obstructing the County's access to the easement at the Owner's expense. Further, Owner will not hold the County indemnitees responsible for any costs or damages incurred in connection with removing encroachments or for the replacement of improvements.
3. Owner acknowledges that the parking lot and any other improvements proposed to encroach within the subject easement will need to be substantially removed after the City of Malibu completes Phase 2 of their sewage treatment plant anticipated for 2024 to allow the proper abandonment of sewer facilities



personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and office seal.

Signature \_\_\_\_\_